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Chief Deputy Director

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Acting Senior Medical Officer

November 21, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT
FOR ECLIPSYS CLINICAL DOCUMENTATION SYSTEM AT
LAC+USC MEDICAL CENTER
(1st District) (3 Votes)**

CIO RECOMMENDATION: [] APPROVE ☒ APPROVE WITH
MODIFICATIONS [] DISAPPROVE

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and delegate authority to the Director of Health Services, or his designee, to sign the Amendment No. 2 to the Agreement for the Eclipsys Clinical Documentation System with Eclipsys Corporation (Eclipsys), substantially in the form attached hereto as Exhibit I. Amendment No. 2 provides for the implementation and expansion of the Clinical Documentation System (CDS) at LAC+USC Medical Center (LAC+USC) to cover an additional 94 beds in the critical care units. Amendment No. 2 is effective December 1, 2006 and will increase the maximum contract sum under the Agreement (as defined below) by \$4,851,829 (i.e., from \$2,232,452 to \$7,084,281), and will extend the term of the Agreement through February 28, 2010.
2. Delegate the authority to the Director, or his designee, to exercise the option under Amendment No. 2 to further expand the CDS to cover an additional 40 Critical Care Unit (CCU) beds, with Board notification.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions are to (i) expand the CDS to cover 94 CCU beds in addition to the 56 beds currently supported by the CDS at LAC+USC, and (ii) provide the Director with the option

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to further add 40 CCU beds to the CDS at a later date if the Director so determines. The CDS is an automated vital sign monitoring and charting system for critically ill patients, and has become an essential component in improving patient care outcomes at LAC+USC.

Under Amendment No. 2, the CDS will be migrated from the current LAC+USC facility to the new replacement facility. It is anticipated that the CDS will eventually be replaced with another system to be implemented at all five County medical centers as an enterprise-wide system within the next three years. Therefore, under the Amendment, the term of the Agreement (as defined below) will be extended through February 28, 2010.

The County has guidelines for the timely submission of contracts for Board approval. However, the Department was unable to submit the recommended agreement three weeks prior to the desired effective date because of lengthy negotiations with the vendor to clarify contract provisions. However, the requested actions are before you with more than three months before the current Agreement expires.

FISCAL IMPACT/FINANCING:

The recommended Amendment No. 2 to the Eclipsys Agreement will increase the maximum County obligation by \$4,851,829, from \$2,243,452 to \$7,084,281, for the period December 1, 2006 through February 28, 2010. Of this total, an estimated \$1,698,973 is expected to be incurred in Fiscal Year (FY) 2006-07.

Funding for Amendment No. 2 is included in the Department's FY 2006-07 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In July 1989, a Request for Quotations (RFQ) to furnish and install approximately \$1.75 million in equipment and software for a CDS was released by the County's Internal Services Department (ISD) on behalf of LAC+USC.

The RFQ was sent to 12 vendors. Emtek Healthcare CDS, Inc., (Emtek), a division of Motorola, Inc. (Motorola) was the selected vendor. Motorola sold Emtek to Eclipsys in 1998.

On April 27, 1999, the Board approved an agreement with Eclipsys to provide hardware and software upgrades, hardware maintenance and software support and services for the CDS at LAC+USC.

On February 13, 2001, the Board approved a further agreement with Eclipsys for continued services in connection with the CDS with a term from March 1, 2001 through February 29, 2004.

On February 17, 2004, the Board approved a further agreement with Eclipsys (County Agreement No. H-700225) (hereinafter and after, the "Agreement") to continue to provide services in connection with the CDS and which included a Limitation of Remedies and Liability provision negotiated by Eclipsys limiting Eclipsys' liability for damages to the amount paid by the County pursuant to the Agreement.

Amendment No. 1 acquired six additional licenses to extend the system to support the Pediatric Intensive Care Unit (PICU) and extended the software maintenance, support and services through February 28, 2007. Amendment No. 2 discontinues Eclipsys' maintenance for system hardware and third party software.

All new hardware to be purchased in connection with the expansion of the CDS pursuant to Amendment No. 2 will not be acquired from Eclipsys, but purchased by the County on a separate Purchase Order through ISD. The CDS will be migrated from the current facility to the new replacement facility.

Amendment No. 2 will include software licensing provisions, software upgrade service, implementation services, on-site and remote technical support. In addition, the maximum contract sum includes \$75,360 in Pool Dollars to cover optional implementation services and travel and living expenses for the contractors' staff during the delivery of the upgrade and implementation services.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to form.

The Chief Information Officer concurs with the Department's recommendation.

CONTRACTING PROCESS:

A sole source justification letter is on file with the Department.

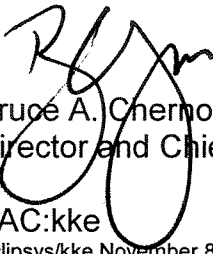
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of Amendment No. 2 will ensure that the existing system for automated vital sign monitoring and charting for critically ill patients is operational at LAC+USC.

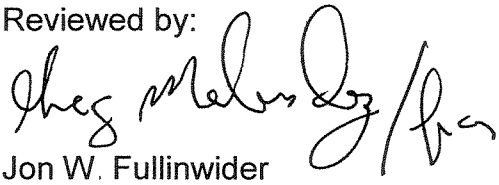
The Honorable Board of Supervisors
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When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,


Bruce A. Chernof, M.D.
Director and Chief Medical Officer
BAC:kke
Eclipsys/kke November 8, 2006

Reviewed by:


Jon W. Fullinwider
Chief Information Officer

Attachments (2)

c: Information Systems Commission
Executive Officer, Board of Supervisors
Chief Administrative Officer
County Counsel

SUMMARY OF AGREEMENT
(Eclipsys Corporation)

1. TYPE OF SERVICE:

Eclipsys Corporation will provide hardware maintenance, software and technical support for the Clinical Documentation System to monitor the vital signs of critically ill patients at LAC+USC Medical Center (LAC+USC).

2. AGENCY ADDRESS AND CONTACT PERSON:

Eclipsys Corporation
444 North 44th Street
Phoenix, Arizona 85008
Attention: Frank Sterns
Telephone: (602) 389-8000
Facsimile: (602) 389-1111

3. TERM OF AGREEMENT:

The Second Amendment is effective December 1, 2006 through February 28, 2010.

4. FINANCIAL INFORMATION:

The maximum County obligation for the Second Amendment 2 is \$7,084,281.

5. GEOGRAPHIC AREA TO BE SERVED:

First District

6. ACCOUNTABLE FOR MONITORING:

Oscar Autelli, Chief Information Officer, LAC+USC

7. APPROVALS:

Chief Executive Officer:	Pete Delgado, CEO
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (approval as to use):	Jose Silva, Principal Deputy
Chief Information Officer:	Jon Fullinwider, CIO

CIO ANALYSIS

APPROVAL OF AMENDMENT NUMBER 2 TO AGREEMENT FOR ECLIPSYS CLINICAL DOCUMENTATION SYSTEM AT LACUSC MEDICAL CENTER (1st District) (3 Votes)

CIO RECOMMENDATION: ☐ APPROVE ☒ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 3 Yrs # of Option Yrs _____

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Pete Delgado, Chief Executive Officer

Budget Information :

Y-T-D Contract Expenditures	\$ 480,856
Requested Contract Amount	\$ 4,851,829
Aggregate Contract Amount	\$ 7,084,281

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? The technology and services acquired under this agreement are need at other medical centers, however DHS anticipates the acquisition of another vendor's product over the term of this agreement.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles

Yes	No	Question
<input type="checkbox"/>	<input type="checkbox"/>	IT Standards? The acquired system is proprietary and only runs on a Sun MicroSystems platform.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Department of Health Services (DHS) is requesting Board approval and authorization for the Director of Health Services to execute Amendment No. 2 to Agreement with Eclipsys Corporation (Eclipsys) for Clinical Documentation System (CDS) Software and related services for the Department's Los Angeles County - University of Southern California Medical Center (LACUSCMC). Specifically, Amendment No. 2 includes:

- Additional CDS Software licenses which, when combined with 62 available licenses, will support all 150 beds of their adult and pediatric critical care units;
- Reduces the scope of services under the Agreement by discontinuing the system hardware and third-party software maintenance for items previously acquired from Eclipsys;
- Provides an option for LACUSCMC to acquire 40 additional licenses which would support their remaining critical care area, the Neonatal Intensive Care Unit (NICU);
- Provides services for the development and implementation of interfaces to key systems and instruments;
- Provides software maintenance, on-site system support, remote system support, upgrade and implementation services and development and implementation services of interfaces for the CDS; and
- Extends the term of the current Agreement an additional three (3) years.

DHS is also requesting your Board to delegate authority to the Director of Health Services to execute Change Orders under the agreement to acquire optional CDS licenses and related implementation and interface services that will be funded with Pool Dollars included within the Contract Maximum Amount. The LACUSCMC is in the process of acquiring replacement hardware and software independent of this Agreement.

Background:

The LACUSCMC has utilized the CDS Software to capture and manage clinical documentation in their Surgical Critical Care Unit since 1990, when the CDS Software and hardware was first acquired from Emtek Healthcare Systems, Inc. (Emtek). The software and hardware was selected following a competitive solicitation and was acquired under a Purchase Order (PO) executed on January 22, 1990. On January 23, 1990, the Purchasing Agent also approved a Service and Support Agreement with Emtek to provide implementation services and onsite support for the initial 56 licenses acquired at that time. In 1998, Emtek, a subsidiary of Motorola Inc., was purchased by Eclipsys Corporation, the current contractor, who has assumed all responsibilities and obligations under the previous POs.

On April 27, 1999, your Board approved an Agreement with Eclipsys to provide a CDS hardware and software upgrade, hardware and software maintenance and software support and services for the CDS at LACUSCMC for a agreement term ending February 28, 2001. On February 13, 2001, the Board approved another Agreement with Eclipsys for continued software maintenance and support services for a term of three (3) years and ending on February 29, 2004.

On February 17, 2004, your Board approved an Agreement with Eclipsys (Number 700225) to continue to provide software maintenance and support services. It included new limitations in the Remedies and Liability provisions of the Agreement. The changes negotiated by Eclipsys limited the Contractor's liability for damages to the amount paid by the County pursuant to the proposed renewal Agreement. It also extended the software maintenance, support and services through February 28, 2007. Amendment No. 1 to this Agreement was executed in January 2005. Amendment No. 1 acquired six (6) additional licenses to extend the system to support the Pediatric Intensive Care Unit (PICU).

Amendment No. 2 discontinues the system hardware and third-party software maintenance provided by Eclipsys on February 28, 2007. New hardware is being purchased by the County on a separate PO through the Internal Service Department (ISD). The CDS will be upgraded and migrated to the new hardware and third-party software for the currently supported critical care beds; then the CDS will be implemented for the 94 new critical care beds and, at a minimum, the 150 critical care unit (CCU) beds supported by the system will be relocated to the replacement facility. Amendment No. 2 also provides an option for LACUSCMC to acquire 40 additional CDS licenses that will allow the system to be extended into the NICU.

Project Justification/Benefits:

The approval and execution of Amendment No. 2 ensures the operation and expansion of the CDS, which automates vital sign monitoring and charting for critically ill patients at LACUSCMC. The system also captures results and readings from the CCU ventilators, patient monitors, etc., and passes the information across interfaces to LACUSCMC's digitized clinical document management system (QuadraMed's Quantum Application [Quantum]), which is essential to the operation of the new replacement facility. It enables the medical center to capture the clinical documentation in electronic form and eliminate the time consuming and costly activity of scanning paper documentation for inclusion in the electronic record. Overall, the implementation of this improved level of automation will significantly contribute to improving the quality and efficiency of care in the adult and pediatric CCUs.

Project Metrics:

The services acquired under the proposed Amendment No. 2 are detailed in a Statement of Work (SOW) that is structured on tasks and deliverables. Each deliverable is required to be reviewed and/or tested prior to County acceptance. Following County acceptance of the Deliverable (in writing), the Contractor may invoice the County for the amount documented in the Payment Schedule of the Amendment.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If this Amendment is not approved, it will negatively impact the CCUs at LACUSCMC that are currently using the system. The proposed Amendment provides implementation services to upgrade the CDS to the current version of the software. The need for the upgrade impacts the current users because new releases include corrections to known problems, enhancements in functionality, and may include changes in the software to improve security. Failure to approve the Amendment will also negatively impact LACUSCMC's effort to automate the CCUs prior to their move to the Replacement Facility. The lack of any planned space in the Replacement Facility for hardcopy medical records makes it essential to extend the CDS to support all the CCU beds at LACUSCMC.

Alternatives Considered:

The Eclipsys CDS has been in use at LACUSCMC since 1990. Over the years the system has been enhanced and modified to provide unique functionality and interfaces for the initial adult and pediatric CCUs. DHS evaluated the availability of acquiring a different solution for the facility, but determined that other commercially available products lacked comparable functionality and the replacement of the system could not be accomplished prior to the transition to the Replacement Facility. The term of the Agreement extends for three (3) years and DHS has expressed a desire to replace the system within that timeframe.

Project Risks:

The Eclipsys CDS has been successfully used at LACUSCMC for more than 16 years, since 1990, which dramatically reduces project risks. Additionally, the medical center's practice of using a common manufacturer and model of medical equipment or instrument minimizes project risks because the interfaces to these devices are tested and have been used in the care of patients for years.

One known risk is the level of onsite support. The LACUSCMC has consistently contracted with Eclipsys for one to two individuals to provide onsite support for the 56 CCU beds supported by the CDS. Currently, the medical center is operating with one onsite support person and remote support. This Amendment potentially triples the number of CCU beds to be supported and increases the number and complexity of the interfaces, with no changes in the number of onsite and remote staff supporting the system. This could prove to be an inadequate level of support for the number of CCU beds supported, resulting in a reduction in system reliability and/or end-user satisfaction.

Risk Mitigation Measures:

All tasks and deliverables are detailed in the SOW and will be tested prior to written acceptance by the County. The risks associated with the level of onsite support should be mitigated by documenting the pattern, frequency and severity of support calls following the implementation of additional beds. This information should be used to judge the number of

positions LACUSCMC should request in their Fiscal Year 2007-2008 Budget to provide the currently contracted onsite support. The funding for two (2) budgeted Full Time Equivalents can be offset by the current contract expenditures for onsite support staff.

Financial Analysis:

The LACUSCMC has paid Eclipsys approximately \$8.4 million dollars since the first PO was issued for this system in January 1990. The recommended Amendment No. 2 to the Eclipsys Agreement will increase the maximum County obligation for the Agreement by \$4,851,829, from \$2,243,452 to \$7,084,281 for the full Agreement term which extends from February 2004 through February 28, 2010. Funding for all optional products and services has been included within the increased County obligation for this Amendment.

Funding for Amendment No. 2 is included in the DHS's FY 2006-07 Final Budget and will be requested in future fiscal years.

CIO Concerns:

The cost of onsite support under this Agreement is more than \$300,000 per year. DHS should fund one or more ordinance positions or request new positions to provide onsite support for the Eclipsys CDS. These positions can be funded by the monies budgeted to support the one onsite support person under the Agreement.

CIO Recommendations:

Based on our review of this Amendment and the Board letter, I recommend your Board's approval of the recommended action. However, we strongly recommend that the Board direct DHS to request permanent position(s) to replace and augment, if required, the current contracted onsite support staff for the CDS.

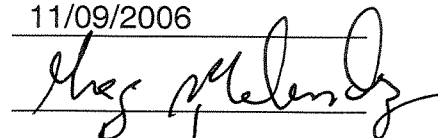
CIO APPROVAL

Date Received: 11/8/2006

Prepared by: Jonathan Williams, Jr.

Date: 11/09/2006

Approved:



Date:

11/09/2006

**AMENDMENT NO. 2 TO AGREEMENT FOR ECLIPSYS CLINICAL DOCUMENTATION SYSTEM AT
LAC+USC MEDICAL CENTER**

This Amendment No. 2 to Agreement for Eclipsys Clinical Documentation System at LAC+USC Medical Center (the "Second Amendment") is entered into and executed as of the ____ day of _____, 2006 by and between the County of Los Angeles ("County") and Eclipsys Corporation, a Delaware corporation ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County acquired a clinical documentation system (the "System") for the LAC+USC Medical Center (the "Medical Center") pursuant to that certain system purchase agreement dated September 22, 1990 (the "System Purchase Agreement") by and between County, by and through the Medical Center, and Emtek Healthcare Systems, Inc., ("Emtek"), the predecessor-in-interest to Contractor;

WHEREAS, the System Purchase Agreement provided for, among other things, the licensing by County of certain software described therein (the "Licensed Software") required by County for operation of the System;

WHEREAS, under that certain Service and Support Agreement dated January 22, 1990 by and between County, by and through the Medical Center, and Emtek, County acquired certain maintenance and support services with respect to the System;

WHEREAS, Emtek was acquired by Contractor in January of 1998 and was replaced by Contractor at such time with respect to its rights, obligations and duties under the System Purchase Agreement and the Service and Support Agreement;

WHEREAS, on April 27, 1999, County's Board of Supervisors approved that certain Agreement for Eclipsys Clinical Documentation System at the Medical Center (the "1999 Agreement") which provided, among other things, the installation and delivery by Contractor of certain upgrade hardware and software and hardware and software maintenance and support services, in connection with the System;

WHEREAS, on February 17, 2004, County and Contractor entered into that certain Eclipsys Clinical Documentation System Agreement, also known as County Agreement No. H-700225 (the "2004 Agreement") to replace the 1999 Agreement;

WHEREAS, on January 4, 2005, County and Contractor entered into that certain Amendment No. 1 to the 2004 Agreement (the "First Amendment"), which provided for, among other things, revisions to certain County-required provisions of the 2004 Agreement, as well as changes to Exhibits B, C and D of the 2004 Agreement. (The 2004 Agreement, as amended by the First Amendment and including such portions of the System Purchase Agreement, the Service and Support Agreement and the 1999 Agreement as may be currently in effect, is referred to herein as the "Agreement");

WHEREAS, the term of the Agreement is set to expire on February 28, 2007;

WHEREAS, County wishes to expand the System and obtain additional Software licenses to cover additional ICU beds, as well as to provide continued System upgrade, maintenance and support services in connection with the System, as expanded; and

WHEREAS, the Parties wish to amend the Agreement to provide for the above-described expansion of the System and the provision of continuing upgrade, maintenance and support services as described in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, the Parties hereby agree as follows:

1. **Term.** Paragraph 7.0 (Term) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 7.0 (Term) to read as follows:

"7.0 **TERM.** The term of this Agreement shall commence on February 17, 2004 and shall continue through February 28, 2010, unless earlier terminated as provided for under the terms of the Agreement."

2. **License Terms.** The following new Paragraph 65.0 (License Terms) shall be inserted immediately following Paragraph 64.0 (Budget Reductions) of the Agreement to read as follows:

"65.0 LICENSE TERMS:

- 65.1. **Ownership.** The Software provided to County pursuant to this Agreement, other than Third Party Software, shall remain the property of Contractor, and all such Software is subject to the License granted to County pursuant to this Paragraph. All right, title and interest in any and all Customizations shall also remain the sole and exclusive property of Contractor; however, Contractor hereby grants to County a perpetual, non-exclusive license to use such Customizations in connection with the conduct of its business.
- 65.2. **License.** For the fees described in this Agreement, Contractor grants to County, effective upon execution of the Agreement, a perpetual, nonexclusive license (the "License"), subject to the following:
- 65.2.1. To install, operate, execute the Software at the Facilities designated in Subparagraph 65.5, and use the Software (at the usage volumes described in Schedule A to this Agreement) below
- 65.2.2. To permit designated Facilities to access the Software, as may be necessary for the conduct by County of its business;
- 65.2.3. To archive and make a reasonable numbers of copies of the Software to appropriately maintain the Software for County's use;
- 65.2.4. To use, copy, and display the Documentation to County's employees and authorized agents, as reasonably necessary for County to use the Software and exercise fully the rights granted under this Agreement; and
- 65.2.5. To permit authorized third party access to the System Software, the Documentation, or any part thereof, as necessary or required for County to view, maintain and/or create programming interfaces functioning with the Software; provided that such third party access shall be subject to the same terms and conditions contained herein and such third parties shall first execute a non-disclosure agreement in a form reasonably acceptable to Contractor prior to being provided access to the Software or Documentation.
- 65.3 **Fully-Paid Software License.** Upon County's payment of all License Fees provided for herein, County shall be granted a fully paid, irrevocable License to the Software provided to County under this Agreement which License shall continue in perpetuity and survive the termination or expiration of this Agreement for any reason, including County's decision not to obtain or continue Maintenance Services for any reason.
- 65.4 **Survival.** All the rights and obligations of this Paragraph shall survive the expiration or termination of this Agreement.
- 65.5 **Facilities.** County agrees to certify that the following list of licensed facilities (including physician offices) are both owned or managed by and clinically-affiliated with County.
- 65.5.1. LAC+USC Medical Center"

3. **Assignment/ Delegation of Rights.** Paragraph 12.0 (Assignment and Delegation of Rights) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 12.0 (Assignment by Contractor) to read as follows:

"12.0 ASSIGNMENT BY CONTRACTOR:

- 12.1 Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any

claims which County may have against Contractor, whether under this Agreement or otherwise.

- 12.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 12.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity, other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."
4. **Contractor Responsibility and Debarment.** Paragraph 57.0 (Contractor Responsibility and Debarment) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 57.0 (Responsibility and Debarment) to read as follows:
- "57.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT:**
- 57.1 County believes a responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- 57.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 57.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- 57.4 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 57.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 57.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 57.7 These terms shall also apply to sub-contractor of Contractor."

5. **Budget Reductions.** The following new Paragraph 64.0 (Budget Reductions) shall be inserted immediately following

Paragraph 63.0 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions) to read as follows:

"64.0 **BUDGET REDUCTIONS.** In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County's employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its service levels and payment obligations correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to of any applicable budget reductions shall be provided within thirty (30) calendar days of the Board of Supervisors approval of such actions and the parties shall thereafter mutually agree to appropriate service and payment reductions. Contractor shall continue to perform all other obligations set forth in this Agreement."

6. **Termination for Non-Adherence to County Lobbyist Ordinance.** The following new Subparagraph 31.5 (Termination for Non-Adherence to County Lobbyist Ordinance) shall be inserted immediately following Subparagraph 31.4 (Termination for Convenience) of the Agreement to read as follows:

"31.5 **TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE:**

31.5.1 **County Lobbyist:** Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

31.5.2 **Federal Certification and Disclosure Requirements:** If any Federal funds are to be used to pay for a portion of Contractor's work under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its sub-contractor receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements."

7. **Confidentiality.** Subparagraph 21.1 (Confidentiality) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Subparagraph 21.1 to read as follows:

"21.1. County shall maintain the confidentiality of Contractor's Proprietary Information includes all information disclosed to County related to the Software, its source code, Releases, Documentation, work product developed during Implementation, technical data rights, and other related information. Contractor's Proprietary Information is confidential, has tangible value, shall remain unpublished and includes trade secret information owned by Contractor and its suppliers."

8. **Medical Care Responsibility.** The following new Paragraph 66.0 (Medical Care Responsibility) shall be inserted immediately following Paragraph 65.0 (License Terms) to read as follows:

"66.0 **MEDICAL CARE RESPONSIBILITY.** County agrees that Contractor has no responsibility whatsoever for the conduct of County's business or patient care. County agrees that any reliance upon the Software shall not diminish County responsibility for patient care. County agrees not to utilize the Software in any closed loop system¹."

9. **Release for Uncontrollable Acts.** The following new Paragraph 67.0 (Release for Uncontrollable Acts) shall be inserted immediately following Paragraph 66.0 (Medical Care Responsibility) to read as follows:

"67.0 **RELEASE FOR UNCONTROLLABLE ACTS.** Notwithstanding paragraph 26.0, neither party shall be liable for any failure to perform under this Agreement resulting from acts of God, civil or military unrest, acts of public enemy, war, riots, fire, explosions, earthquakes, floods, strikes, labor disputes, network or communication carrier disruptions, or any other cause beyond the reasonable control of such party. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances."

10. **Notices.** Paragraph 34.0 (Notices) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 34.0 (Notices) to read as follows:

¹ A closed loop system means any system that provides medical care without human intervention. Eclipsys' applications all require County to exercise independent, clinical judgment in the delivery of patient care.

"34.0 NOTICES.

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified United States mail, postage prepaid, or (3) by overnight courier. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) Days after deposit in the United States mail as set forth above, or on the date of delivery by the overnight courier. Addresses may be changed by either party giving ten (10) Days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by County under this Agreement.

- To County:**
- (1) Information Services Department
LAC+USC Medical Center
1200 N. State Street, Trailer 1
Los Angeles, California 90033
Attention: Oscar Autelli
 - (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor-- East
Los Angeles, California 90012
Attention: Cara O'Neill, Chief
- To Contractor:**
- (1) Eclipsys Corporation
1550 Soldiers Field Road
Brighton, MA 02135
Attention: Frank Stearns
Senior Vice President
Fax: (617) 787-5964
E-mail: frank.stearns@eclipsys.com
 - (2) Eclipsys Corporation
1750 Clint Moore Road
Boca Raton, FL 33487
Attention: General Counsel"

11. **Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act Of 1996.** Paragraph 58.0 (Contractor's Obligation as a Business Associate under the Health Insurance Portability and Accountability Act of 1996) is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 58.0 (Contractor's Obligation as a Business Associate under the Health Insurance Portability and Accountability Act of 1996) to read as follows:

"58.0 CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. The performance of Contractor's obligations under this Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit I (Business Associate Protected Health Information Disclosure Agreement), a true and correct copy of which is attached hereto and incorporated herein by this reference. Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit I) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit I as "Business Associate") and County (referred to in Exhibit I as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement."

12. **Administration of Agreement--County.** Paragraph 3 (Administration of Agreement--County) is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 3 (Administration of Agreement --County) to read as follows:

"3.0 ADMINISTRATION OF AGREEMENT -- COUNTY.

3.1 County's Project Director:

- 3.1.1 County's Project Director for this Agreement shall be the following person or his designee:

Oscar Autelli
Information Systems Department
LAC+USC Medical Center
1200 N. State Street, Trailer 1
Los Angeles, CA 90033
Fax: (323) 226-6866
E-mail: oautelli@lausc.org

- 3.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.
- 3.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.
- 3.1.4 Except as expressly provided in this Agreement, County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.5 County's Project Director will have the right at all times to inspect any and all Tasks, Subtasks, Deliverables, goods, services or other Work provided by or on behalf of Contractor.

3.2 County's Project Manager:

- 3.2.2 County's Project Manager for this Agreement shall be the following person or her designee:

Susan Deschner
Information Systems Department
LAC+USC Medical Center
1200 N. State Street, Trailer 1
Los Angeles, CA 90033
Fax: (323) 226-6866
E-mail: sdeschner@lausc.org

- 3.2.3 County will notify Contractor in writing of any change in the name or address of County's Project Manager.
- 3.2.4 County's Project Manager will be responsible for ensuring that the technical standards and requirements of this Agreement are met.
- 3.2.5 County's Project Manager will interface with Contractor's Project Manager on a regular basis.
- 3.2.6 Except as expressly provided in this Agreement, County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever.
- 3.2.7 County's Project Manager will advise County's Project Director as to Contractor's performance in areas relating to requirements and technical standards.

3.3 County Personnel:

All County personnel shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, project schedule and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

3.4 Approval of Work:

All Tasks, Deliverables, goods, services and other Work provided by Contractor must have the written approval of the appropriate County Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval.

3.5 Approval of Invoices:

All invoices submitted by Contractor for payment must have the written approval of County Project Director prior to any payment thereof. "

13. **Administration of Agreement—Contractor.** Paragraph 4.0 (Administration of Agreement—Contractor) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 4.0 (Administration of Agreement—Contractor) to read as follows:

"4.0 ADMINISTRATION OF AGREEMENT -- CONTRACTOR.

4.1 Contractor's Project Director:

- 4.1.1 Contractor's Project Director shall be the following person, who shall be a full-time employee of Contractor:

Frank Stearns
Senior Vice President
Eclipsys Corporation
1550 Soldiers Field Road
Brighton, MA 02135
Fax: (617) 787-5964
E-mail: frank.stearns@eclipsys.com

- 4.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

- 4.1.3 Contractor's Project Director shall be available to meet and confer with County's Project Director no less frequently than monthly in person or by telephone, to review Contractor's performance of this Agreement.

4.2 Contractor's Project Manager:

- 4.2.1 Contractor's Project Manager shall be the following person who shall be a full-time employee of Contractor:

Frank Sterns
Senior Vice President
Eclipsys Corporation
1550 Soldiers Field Road
Brighton, MA 02135
Fax: (617) 787-5964
E-mail: frank.stearns@eclipsys.com

- 4.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

- 4.2.3 Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis and with the County's Project Director, as necessary.

4.3 Contractor's Staff:

Contractor staff shall meet and confer with County's Project Managers as agreed by both Contractor's Project Manager and County's Project Manager."

14. **Changes and Amendments.** The following new Subparagraphs E and F shall be inserted immediately following Subparagraph D of Paragraph 6.0 (Changes and Amendments) of the Agreement to read as follows:

"E. Notwithstanding any provision hereof to the contrary, with respect to Task/Deliverable 14.0 (Optional Provision of 40 Additional Beds) of the Exhibit A-1 (Addendum to Statement of Work), County's Project Director shall have the authority to exercise such option, in the County Project Director's sole discretion, by way of a Change Notice prepared and approved by County's Project Director and executed by County's Project Director and Contractor's Project Manager. If such option is exercised by County, the Change Notice shall (i) explicitly exercise the option for Task/Deliverable 14.0 (Optional Provision of 40 Additional Beds), and (ii) amend the Maximum Contract Sum to reflect the amount to be paid to the Contractor for such additional services as set forth on Exhibit D-2 (Addendum to Pricing and Billing Schedule), a true and correct copy of which is attached hereto and incorporated herein by this reference.

F. Any Change Notice under this Agreement shall be initiated by County by the preparation of a completed and executed Change Notice Request, the form of which is attached hereto as Attachment 4 (Change Notice Request) to Exhibit A (Statement of Work) and incorporated herein by this reference."

15. **Contract Sum.** The following Paragraph 8.0 (Contract Sum) of the Agreement is hereby deleted in its entirety, and shall be replaced by the following new Paragraph 8.0 (Contract Sum) to read as follows:

"8.0. CONTRACT SUM. The Contract Sum under the terms of this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the work, products and services specified under this Agreement. The total Contract Sum, inclusive of all applicable taxes, shall not exceed Seven Million Eighty-Four Thousand Two Hundred and Eighty-One Dollars (\$7,084,281) for the term of this Agreement.

8.1 **Pool Dollars.** Exhibit D (Pricing and Billing Schedule) includes the aggregate pool dollars available for transportation charges and Change Notices or for the purchase by County of additional services, as described below ("Pool Dollars"). Contractor acknowledges that, as of the Effective Date, no Change Notices have been executed and no additional services have been requested by County.

8.2 **Transportation Charges.** The amounts set forth on Exhibit D (Pricing and Billing Schedule) include all amounts necessary for County to reimburse Contractor for all applicable transportation charges related to its performance of services procured by County from Contractor under the terms of this Agreement, in accordance with the current County travel policies. Such transportation charges shall utilize available Pool Dollars, and in no event shall County be liable or responsible for reimbursement of any transportation charges associated with such procurement except as expressly set forth on Exhibits A (Statement of Work) and/or D (Pricing and Billing Schedule). Contractor will be solely liable and responsible for, and shall pay such transportation charges directly to the applicable carriers.

8.3 **Additional Services.** From time-to-time during the term of this Agreement, as may be requested by the County Project Director by and through a written and executed Change Notices authorized, Contractor shall provide to County additional services such as: (a) customizations, programming, enhancements, modifications, and/or Interfaces to the Software and/or the System, in each case, in order to create new functionality not provided by Contractor and not anticipated for any pending or future Update or Upgrade, (b) customizations, programming, enhancements, modifications, and/or Interfaces not required of Contractor in order to deliver the Software or included as part of support, (c) additional maintenance and operations support, technical support, training, and/or integration services beyond those required pursuant to Exhibit A (Statement of Work), or (d) additional Contractor staff support beyond the amount provided under Exhibit A (Statement of Work) during implementation or installation, and additional training beyond what is provided in Exhibit A (Statement of Work). Additional Services shall be performed at the applicable hourly rates set forth in Exhibit D (Pricing and Billing Schedule). Such additional services shall utilize available Pool Dollars, and in no event shall County be obligated to pay in excess of the then available Pool Dollars for such additional services, nor shall Contractor be required to perform any additional services for which there are no Pool Dollars available to pay Contractor for such additional services."

16. **Addendum to Statement of Work.** Exhibit A (Statement of Work) of the Agreement shall be expanded by the addition at the end thereof of that certain Addendum to Exhibit A (Statement of Work), a true and correct copy of which is attached hereto as Exhibit A-1 (Addendum to Statement of Work) and incorporated herein by this reference.
17. **Addendum to Pricing and Billing Schedule.** Exhibit D-1 (Pricing and Billing Schedule) of the Agreement shall be expanded by the addition at the end thereof of that certain Addendum to Exhibit D-1 (Pricing and Billing Schedule), a true and correct copy of which is attached hereto as Exhibit D-2 (Addendum to Pricing and Billing Schedule) and

incorporated herein by this reference.

18. **Schedule of Deliverables and Payments.** Exhibit A (Statement of Work) of the Agreement shall be further expanded by the attachment thereto of Attachment 1 (Schedule of Deliverables and Payments) to Exhibit A, a true and correct copy of which is attached hereto as Attachment 1 to Exhibit A and incorporated herein by this reference.
19. **Implementation Timeline.** Exhibit A (Statement of Work) of the Agreement shall be further expanded by the attachment thereto of Attachment 2 (Implementation Timeline) to Exhibit A, a true and correct copy of which is attached hereto as Attachment 2 to Exhibit A and incorporated herein by this reference.
20. **Task/Deliverable Acceptance Certificate.** Exhibit A (Statement of Work) of the Agreement shall be further expanded by the attachment thereto of Attachment 3 (Task/Deliverable Acceptance Certificate) to Exhibit A, a true and correct copy of which is attached hereto as Attachment 3 to Exhibit A and incorporated herein by this reference.
21. **Change Notice Request.** Exhibit A (Statement of Work) of the Agreement shall be further expanded by the attachment thereto of Attachment 4 (Change Notice Request) to Exhibit A, a true and correct copy of which is attached hereto as Attachment 4 to Exhibit A and incorporated herein by this reference.
22. **Support Services.** Exhibit C-1 (Hardware and Software Service and Support) of the Agreement shall be expanded by the addition at the end thereof of Exhibit C-1.1 (Support Services), a true and correct copy of which is attached hereto as Exhibit C-1.1 and incorporated herein by this reference.
23. **Professional Services.** Exhibit C-1 (Hardware and Software Service and Support) of the Agreement shall be further expanded by the addition at the end thereof of Exhibit C-1.2 (Professional Services), a true and correct copy of which is attached hereto as Exhibit C-1.2 and incorporated herein by this reference.
24. **Equipment Requirements.** Exhibit B-1 (Hardware and Software Listing) of the Agreement shall be expanded by the addition at the end thereof of Exhibit B-2 (Equipment Requirements), a true and correct copy of which is attached hereto as Exhibit B-2 and incorporated herein by this reference.
25. **Business Associate Protected Health Information Disclosure Agreement.** A new Exhibit I (Business Associate Protected Health Information Disclosure Agreement), a true and correct copy of which is attached hereto and incorporated herein by this reference, shall hereby be attached to the Agreement and become part thereof.
26. Except as otherwise provided under this Amendment, the Agreement, as previously amended, and including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Medical Officer

ECLIPSYS CORPORATION

By Jm Colfer
Signature

By J.M. Colfer
Printed Name

Title Sr. Vice President
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Jose Silva
Principal Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By _____
Cara O'Neill, Chief
Contracts and Grants

Exhibit D-2 – Addendum to Pricing and Billing Schedule

December 1, 2006 through February 28, 2007

I. SYSTEM HARDWARE MAINTENANCE: (1)

(1) Hardware maintenance services to be provided by CONTRACTOR.

QUANTITY	DESCRIPTION	UNIT COST (month)	3 MONTHS COST
75	Workstation-1526 NCD Exlpora 450 16MB 17" SUN-5 KBD	\$3,032.00	\$9,096.00
3	Server-Enterprise 450 250MHz, 25 GB Disk, Spare Power Supply, RAID Disk Storage	\$1,440.00	\$4,320.00
1	Server-Ultra 60 250MHz, 256MB, 8GB, C Compiler, Tape Drive, KBD, Mouse, Display	\$191.00	\$573.00
1	Server-Ultra 60 250MHz, 256MB, 8GB, KBD, Mouse, Display	\$191.00	\$573.00
8	Printer-Lexmark Optra N, 16MB, Dup/Enet	\$828.00	\$2,484.00
1	Modem-Micro Deskport Fast-SUNkit	\$44.00	\$132.00
1	SunFire V250 server, 21 GHz Ultra SPARCIII 36 GB, 10,000 rpm Disk Drive	\$152.00	\$456.00
1	SunFire V250 server, 11 GHz Ultra SPARCIII 36 GB, 10,000 rpm Disk Drive	\$152.00	\$456.00
1	Tape Drive, Storage Edge 40 GB DLT 8000	\$41.00	\$123.00
TOTAL		\$6,071.00 (2)	\$18,213.00

(2) Paid Monthly in Arrears

II. SYSTEM SOFTWARE SUPPORT AND MAINTENANCE:

A. December 1, 2006 through February 28, 2007

56 ICU beds (includes all Software listed in Section II.A and II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (months)	TOTAL COST
SYSTEM SOFTWARE MAINTENANCE	\$17,324.00	3	\$51,972.00
TOTAL			\$51,972.00

B. March 1, 2007 through February 28, 2010.

150 ICU beds(3) (includes all Software listed in Section II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (months)	TOTAL COST
SYSTEM SOFTWARE MAINTENANCE (ending February 29, 2008)	33,510.00	12	\$402,125.00
SYSTEM SOFTWARE MAINTENANCE (ending February 28, 2009)	\$34,516.00	12	\$414,188.00
SYSTEM SOFTWARE MAINTENANCE (ending February 28, 2010)	\$53,327.00	12	\$639,921.00
TOTAL			\$1,456,234.00

(3) Total number of licenses granted to County (56 per the 1990 agreement, 6 per the 2005 1st. Amendment and 88 hereunder).

C. March 1, 2007 through February 28, 2010

Optional: 40 Additional Beds / ICU beds (includes all Software listed in Section II.B of Exhibit C)

DESCRIPTION	UNIT COST	QUANTITY (months)	COST
SYSTEM SOFTWARE MAINTENANCE (ending February 29, 2008)	\$6,667.00	12 Months	\$80,000.00
SYSTEM SOFTWARE MAINTENANCE (ending February 28, 2009)	\$6,867.00	12 Months	\$82,400.00
SYSTEM SOFTWARE MAINTENANCE (ending February 28, 2010)	\$10,609.00	12 Months	\$127,308.00
TOTAL			\$289,708.00

III. ON-SITE SUPPORT PERSONNEL:

December 1, 2006 through February 28, 2010

DESCRIPTION	UNIT COST	QUANTITY (months)	COST
One (1) On-Site Personnel Total for 3 Months (ending February 28, 2007)	\$27,040.00	3 Months	\$81,120.00
One (1) On-Site Personnel (ending February 29, 2008)	\$27,851.00	12 Months	\$334,214.00
One (1) On-Site Personnel (ending February 28, 2009)	\$28,687.00	12 Months	\$344,241.00
One (1) On-Site Personnel (ending February 28, 2010)	\$29,547.00	12 Months	\$354,568.00
Total			\$1,114,143.00

Contractor shall invoice County for On-Site Support Personnel on a monthly basis in arrears for support provided to COUNTY by such on-site support staff member (inclusive of Contractor's vacation, holiday, sick, and jury duty benefits afforded to Contractor's other staff). For purpose of this Section VI, reasonable jury duty shall be defined as up to ten (10) days per twelve (12) month period, unless otherwise agreed to, in writing, by County's Project Manager and Contractor's Project Manager. Furthermore, vacation, holiday, sick, jury duty and time off for training shall not under any circumstances impair the delivery and performance level of services contracted for in accordance with Exhibit A. All vacation and jury duty requests shall be subject to prior approval by County's Project Manager (which approval shall not be unreasonably withheld).

IV. REMOTE SUPPORT PERSONNEL:

December 1, 2006 through February 28, 2010

DESCRIPTION	UNIT COST	QUANTITY (months)	COST
Remote Personnel Total for 3 Months (ending February 28, 2007)	\$9,672.00	3 Months	\$29,016.00
Remote Personnel Total (ending February 29, 2008)	\$9,962.00	12 Months	\$119,546.00
Remote Personnel Total (ending February 28, 2009)	\$10,261.00	12 Months	\$123,132.00
Remote Personnel Total (ending February 28, 2010)	\$10,569.00	12 Months	\$126,826.00
Total*			\$398,520.00

V. LICENSES:

A. CLINICAL DOCUMENTATION SYSTEM (CDS) SOFTWARE LICENSE FEES -

Item No.	Description	Unit Cost	Total Qty	Cost
1.	CMS One time Perpetual License Fee	\$10,000.00	88 Beds	\$880,000.00

	(88 beds)			
2.	Optional : CMS One time Perpetual License Fee (40 beds)	\$10,000.00	40 Beds	\$400,000.00
TOTAL				\$1,280,000.00

B. CLINICAL DOCUMENTATION SYSTEM (CDS) INTERFACES

Item No.	Description	Unit Cost	Total Qty	Cost
1.	HL-7 Quantum Medical Records	0	1	0
2.	Optional ICU Monitor Interface	0	1	0
3.	Optional Ventilator Interface	Previously paid	1	0
4.	ADT Interface	Previously paid	1	0
5.	Optional Pharmacy	Previously paid	1	0
TOTAL				0

VI. ADDITIONAL SERVICES:

IMPLEMENTATION SERVICES

ITEM NO.	DESCRIPTION	UNIT COST (PER HOUR)	TOTAL QTY	COST
1.	Implementation Services 94 beds(4)	\$200.00	750	\$150,000.00
TOTAL				\$150,000.00

(4) Implementation of 94 licenses granted to County (6 per the 2005 1st. Amendment and 88 hereunder).

OPTIONAL IMPLEMENTATION SERVICES

ITEM NO.	DESCRIPTION	UNIT COST (PER HOUR)	TOTAL QTY	COST
1.	Optional Services 40 beds	\$200.00	350	\$70,000.00
TOTAL				\$70,000.00

INTERFACE SERVICES

ITEM NO.	DESCRIPTION	UNIT COST (PER HOUR)	TOTAL QTY	COST
1	HL-7 Quantum Medical Records Interface Services	\$200.00	140	\$28,000.00
2	ADT Interface Services	\$200.00	200	\$40,000.00
TOTAL				\$68,000.00


OPTIONAL INTERFACE SERVICES

ITEM NO.	DESCRIPTION	UNIT COST (PER HOUR)	TOTAL QTY	COST
1.	Optional Pharmacy Interface Services	\$200.00	300	\$60,000.00
TOTAL				\$60,000.00

VII. TRANSPORTATION CHARGES AND POOL DOLLARS:

ITEM NO.	DESCRIPTION	COST
1.	Travel and Living Expenses (150 Beds) [not to exceed]	\$33,360.00

2	150 Hours Additional Professional Services	\$30,000.00
3	Travel and Living Expense (40 Beds) [not to exceed]	\$12,000.00

 COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES ECLIPSYS SUNRISE CRITICAL CARE SYSTEM CHANGE NOTICE REQUEST		Change Notice # (number sequentially, e.g. EC-1):
Contractor: Eclipsys Corporation	Contract No.:	Date Requested:
Project Name:	Requested by:	Title:
Statement of Change Reason for Change: <input type="checkbox"/> New Functionality <input type="checkbox"/> Functional Change Description of Change(s):		Priority <input type="checkbox"/> 1 - Critical <input type="checkbox"/> 2 - High <input type="checkbox"/> 3 - Medium <input type="checkbox"/> 4 - Low
Clinical Documentation for Critical Care. Recommended Solution:		
Estimated Hours:	Rate:	Amount:
Total Estimated Cost: _____		
County Authorization I hereby authorize Eclipsys Corporation, to proceed as outlined in this Change Order. I have read and agree with the estimation of time and cost for these changes. Additionally, I certify that this change(s) does not affect the scope of work, payments, or any term or condition included in contract.		
County Project Director: _____ Oscar Autelli		Date: ____/____/____
Final Approval		
Eclipsys Project Director: _____ Frank Stearns, Senior Vice President		Date: ____/____/____

Attachment 1 to Exhibit A - SCHEDULE OF DELIVERABLES AND PAYMENTS

Deliverables	Payments 12/01/2006 to 02/28/2007	Payments 3/1/2007 to 2/29/2008	Payments 3/1/2008 to 02/28/2009	Payments 3/1/2009 to 2/28/2010	TOTAL
88 - CDS Licenses	\$880,000.00	N/A	N/A	N/A	\$880,000.00
Deliverable 1.0 - Project Plan	N/A	N/A	N/A	N/A	
Deliverable 2.0 - Hardware and Software Specification Validation.	N/A	N/A	N/A	N/A	
Deliverable 3.0 - Hardware and Software Validation	N/A	N/A	N/A	N/A	
Deliverable 4.0 - Deliver, Installation, Upgrade and Integration To CDS 1.4m04 Version: Deliverable 4.1 - Provide, Deliver and Upgrade Application Software: Deliverable 4.2- Data Migration and System Integration:	N/A	N/A	N/A	N/A	
Deliverable 5.0 - Migration and Upgrading of Analytical Information Management (AIM):	N/A	N/A	N/A	N/A	
Deliverable 6.0 - Implementation of Admission Discharge and Transfer (ADT) Interface to Affinity HIS. Deliverable 6.1 Sign off of Interface specification (50% of total fees) Deliverable 6.2 Delivery of Interface (25% of total fees) Deliverable 6.3 Acceptance of Interface (25% of total fees)	\$20,000.00 (Services)	\$20,000.00 (Services)	N/A	N/A	\$40,000.00
Deliverable 7.0 - Implementation of QuadraMed Quantum Modules Interface to Affinity HIS Deliverable 7.1 Sign off of Interface specification (50% of total fees) Deliverable 7.2 Delivery of Interface (25% of	\$14,000.00 (Services)	\$14,000.00 (Services)	N/A	N/A	\$28,000.00

Deliverables	Payments 12/01/2006 to 02/28/2007	Payments 3/1/2007 to 2/29/2008	Payments 3/1/2008 to 02/28/2009	Payments 3/1/2009 to 2/28/2010	TOTAL
total fees) Deliverable 7.3 Acceptance of Interface (25% of total fees)					
Deliverable 8.0 - Successfully Complete System Acceptance Test Deliverable 8.1 - Successfully Complete Integrated Functional Performance Tests (Integration Test): Deliverable 8.2 - Successfully Complete System Acceptance Test.					
Deliverable 9.0 - Provide System Hardware and System Software Service and Support	\$18,213.00 (1)	N/A	N/A	N/A	\$0 (1)
Deliverable 10.0 Software Maintenance Services (1)	\$51,972.00 (1)	\$402,125.00	\$414,188.00	\$639,921.00	\$1,456,234.00 (1)
Task 11.0 Contractor On-Site Support Person(s) (1)	\$81,120.00 (1)	\$334,214.00	\$344,241.00	\$354,568.00	\$1,033,023.00 (1)
Task 12.0 Remote Services Activities(1)	\$29,016.00 (1)	\$119,546.00	\$123,132.00	\$126,826.00	\$369,504.00 (1)
Deliverable 13.0 Provision of Professional Services 750 Hours Deliverable 13.1 Project Plan Acceptance (25% of total implementation fees) Deliverable 13.2 Software Migration to New Servers (25% of total implementation fees) Deliverable 13.3 Completion of Integrated Testing (25% of total implementation fees) Deliverable 13.4 Application Go Live (25% of total implementation fees)	\$75,000.00	\$75,000.00			\$150,000.00(Total Implementation Fees)
Optional Pharmacy Interface	\$30,000.00	\$30,000.00			\$60,000.00
Optional 40 - CDS Licenses		\$400,000.00			\$400,000.00
Optional 40 Beds-Maintenance		\$80,000.00	\$82,400.00	\$127,308.00	\$289,708.00
Optional 40 Beds-Services		\$70,000.00			\$70,000.00
Pool Dollars					\$75,360.00

Deliverables	Payments 12/01/2006 to 02/28/2007	Payments 3/1/2007 to 2/29/2008	Payments 3/1/2008 to 02/28/2009	Payments 3/1/2009 to 2/28/2010	TOTAL
	TOTAL AMENDMENT MAXIMUM				\$4,851,829.00

(1) Payments for December 1, 2006 to February 28, 2007 not included in the Deliverable Total and not included in the Amendment Maximum;
Amounts previously included in the 2004 Agreement and Amendment No.1.

Attachment 2 to Exhibit A – Implementation Timeline

LAC+USC Implementation Timeline - DRAFT												
Start Date: December 2006												
Proposed Timeline-Initial 94 Beds	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
INITIATION -												
Identify project team, order h/w and s/w, schedule project team training.												
PLANNING												
Finalize project plan and scope, kickoff mtg, end user training plan, interface requirements plan, develop communication plan, develop testing and activation strategy												
EXECUTION												
Install hardware and software, software and interface design and configuration, policy and procedure development, conduct unit/integrated, and volume testing, develop training programs, train the trainers/super users/end users.												
CONTROL												
Project team and Steering committee meetings, performance reporting, change control, budget control, QA/Risk Mgmt.												
CLOSURE												
Transition to customer support, internal support finalized, final product closure												
Proposed Timeline- Additional 40 Beds*	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
INITIATION -												
Identify project team, order h/w and s/w, schedule project team training.												
PLANNING												
Finalize project plan and scope, kickoff mtg, end user training plan, interface requirements plan, develop communication plan, develop testing and activation strategy												
EXECUTION												
Install hardware and software, software and interface design and configuration, policy and procedure development, conduct unit/integrated, and volume testing, develop training programs, train the trainers/super users/end users.												
CONTROL												
Project team and Steering committee meetings, performance reporting, change control, budget control, QA/Risk Mgmt.												
CLOSURE												
Transition to customer support, internal support finalized, final product closure												
Assumptions:												
This timeline represents a draft. A mutually agreed upon workplan will be developed during the planning phase.												
*Assumes additional 40 beds represent a single new unit												

Exhibit C-1.1 – Support Services

1. **Support.** For the Term of this Agreement and payment of all undisputed Fees as they become due, Contractor shall provide Support to County's designated point of contact as follows:
 - 1.1. **Maintenance.** For calls related to the failure of the Application to perform as warranted, Contractor shall provide remote support 24x7 for Alerts and Critical Priorities. Contractor shall conform the Application as warranted under the applicable License. Upon the detection of any nonconformity with the specifications, County shall provide to Contractor such output listings, data, and other assistance upon Contractor's request to enable Contractor to correct the nonconformity.
 - 1.2. **Current Release.** Contractor shall deliver to County each Release when Contractor makes it generally available to its other licensees. A Release means any re-issuance, improvement, or revision with substantially similar functionality that Contractor makes generally available without additional charge to Countys receiving Contractor's Support. County shall install each Release in accordance with Contractor's release installation schedule. Contractor shall provide Support for each Release as long as County diligently is installing the newest Release within 270 days after its general release.²
 - 1.3. **Current Documentation.** Contractor shall modify the applicable Documentation and functional specifications to remain current and accurate.
 - 1.4. **Communications Support.** Remote support consists of two-factor authentication dial-up access to the Application installed on the authorized central processing units for the purpose of examining and testing the Application and to facilitate Contractor's provision of Support. County shall acquire and maintain all modems, frame relay, dial-up telephone lines, and other telecommunication equipment and software compatible with Contractor's telecommunications equipment and software. County shall be responsible for all costs and expenses for the acquisition, installation, maintenance, and use of all modems, telephone lines, and other telecommunications equipment and software used in conjunction with the provision of Support Services.
2. **Performance Warranties.** Subject to County's compliance with its obligations related to this Agreement, Contractor warrants exclusively that:
 - 2.1. Contractor has the legal authority to enter into this Agreement.
 - 2.2. Contractor will provide services under this Agreement in a commercially reasonable manner.
 - 2.3. The Software will function substantially in accordance with the applicable Documentation in all ways which materially affect performance.
 - 2.4. Contractor agrees to maintain the applicable Documentation to remain current and accurate.
 - 2.5. Contractor possesses the right to license or sublicense Software to County.
 - 2.6. Each Software presently satisfies all applicable laws including the applicable technical implementation requirements found in currently proposed and published regulations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - 2.7. To Contractor's knowledge, use of a Software does not infringe any U.S. intellectual property right,
 - 2.8. To Contractor's knowledge, the Software upon delivery does not contain any viruses that will substantially impair the Software's performance.
 - 2.9. The Software upon delivery does not contain any disabling devices that will substantially impair the Software's performance.
 - 2.10. **CONTRACTOR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY SOFTWARE. THE WARRANTIES IN THIS SECTION CONSTITUTE THE SOLE WARRANTIES PROVIDED BY CONTRACTOR WITH RESPECT TO THE SOFTWARES AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. EXCEPT AS STATED ABOVE, CONTRACTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFORMATIONAL CONTENT.**

² Upon County's written request and at Eclipsys' discretion, Eclipsys may provide Support for any Non-Current Release upon County's payment of Fees at Eclipsys' prevailing rates for Non-Current Support. Eclipsys' may discontinue Non-Current Support upon 180 days advance notice to County.

3. **Other Causes.** A warranty claim under this Agreement shall be valid only when resulting from a failure of the Software and not from:

- 3.1. failures or downtime of County's hardware or network,
- 3.2. failures of any third-party software or operating system software,
- 3.3. testing by County in a production environment, or
- 3.4. downtime during loading of any software in a production environment.

4. **Service Levels.** Contractor's County Support Department provides services as follows:

PRIORITY	DEFINITION	INITIAL RESPONSE TO County	FURTHER UPDATES TO County
ALERT	<ul style="list-style-type: none"> Issue affecting entire system System down Potential direct patient care affected Data integrity at risk Management attention required 	Immediate and continuous	Continuous interaction
CRITICAL	<ul style="list-style-type: none"> Issue affecting single critical production function System operating in degraded state Financial impact 	Immediately during business hours and on average within 1 hour around the clock	Daily until resolved
HIGH	<ul style="list-style-type: none"> Minor subsystem failure has occurred Data entry or access is impaired on a limited basis 	Immediately during business hours when reported via telephone and on average within 4 business hours when reported by all other methods	Weekly until resolved
MEDIUM	<ul style="list-style-type: none"> System is operating with minor issues that can be circumvented 	Within 8 business hours	Weekly until resolved
LOW	<ul style="list-style-type: none"> Request for assistance, information, or services that are routine in nature 	Within 8 business hours	Weekly until resolved

5. **County Actions.** County agree to:

- 5.1. notify Contractor of performance issues related to this Agreement as soon as reasonably practical,
- 5.2. upon the detection of any nonconformity with the warranty, provide to Contractor such output listings, data, and other assistance upon Contractor's request to enable Contractor to correct the nonconformity.
- 5.3. install, maintain, configure, and use the Software in compliance with the Documentation,
- 5.4. not de-compile, disassemble or reverse engineer, or otherwise alter the Software's source, object or other executable code,
- 5.5. not install or use equipment with the Software that has not been approved by Contractor,
- 5.6. comply with all third party configuration requirements,
- 5.7. install the most recent release or upgrade within 12 months of general availability,
- 5.8. upgrade the Platform as necessary to leverage advances in technology and the Software within 24 months of general availability of that Platform,
- 5.9. provide the additional prerequisites recommended by Contractor to install a new release or upgrade for a Software,
- 5.10. not sublicense, export or otherwise transfer the Software,
- 5.11. not provide remote processing or service bureau services utilizing the Software,
- 5.12. not allow any third party to implement, access, or operate any Software, except with Contractor prior written approval,
- 5.13. not remove or permit to be removed from Contractor's Proprietary Information any proprietary, confidential, or copyright notices, markings, or legends, and
- 5.14. not copy any Software or any related information except for archival purposes or for user manuals which reasonably may be duplicated for County's use and marked with Contractor's proprietary notices.

6. **Additional Services.** Services in response to requests that do not originate from the failure of the Software to perform as warranted are additional. For example, non-warranty services include services related to networks, communications, hardware, end user training/use of the Software, or issues related to third party software. Services provided by Contractor at the Facilities (except as required by this Agreement) are additional. Assistance provided to County by Contractor in the creation of custom reports, functions or formats are additional. If in Contractor's reasonable opinion problems (1) originate with equipment or (2) result from unauthorized use of or modifications to the Software, then Contractor at its prevailing rates may provide assistance in an attempt to correct the problem.

OVERVIEW:

Under the Agreement, the Contractor provided a Clinical Documentation System for the LAC+USC Medical Center and related implementation, hardware maintenance, software and technical support services, including licenses for 56 critical care beds, certain Third Party Software licenses, full time on-site technical support and remote services for the System.

Under this Addendum to the Statement of Work, the Contractor will expand the System to cover 94 additional critical care beds, and County is provided with the option to require Contractor to expand the System to cover an additional 40 critical care beds. Contractor will provide County with all necessary licenses, and will continue to provide software maintenance and on-site support and remote services for the System. All System hardware (servers and workstations), operating software and emulation software will be acquired and/or upgraded under separate contracts with third-party providers, and will be maintained by the County or such third-party providers

The Agreement will also require the Contractor to provide upgrade services for the System to implement the then-current release of the CDS software.

TASKS AND DELIVERABLES:

TASK 1.0. FORMULATION OF PROJECT PLAN:

Contractor shall provide project management support for the project. Contractor will provide guidance in the implementation of the CDS software.

DELIVERABLE 1.0 PROJECT PLAN

- 1.1. Contractor Project Manager shall work with the County Project Manager to develop a detailed Project Plan and prepare for the installation of the CDS upgrade.
- 1.2. Contractor will review-identify configuration changes for CDS core features and provide guidance during configuration.
- 1.3 Contractor shall provide documentation of their upgrade efforts, and any recommendations made during the course of this Statement.
- 1.4 Within two weeks of adoption Contractor shall provide a detailed written Project Plan and shall be subject to the approval of the County Project Manager within 5 Working Days.
- 1.5 In addition to the foregoing, Contractor shall provide County with a written status report every two (2) weeks, which shall include, but not be limited to a status against the Project Plan, issues, comments and recommendations.

Task 2.0 – HARDWARE AND SOFTWARE SPECIFICATION VALIDATION.

Contractor shall validate all System Hardware and Software specifications which support the planned 190 critical care beds.

Deliverable 2.0 - HARDWARE AND SOFTWARE SPECIFICATION VALIDATION.

Contractor shall provide in writing validated and warranted System Hardware and Software specifications which support the planned 190 critical care beds.

Task 3.0 – HARDWARE AND SOFTWARE VALIDATION

Contractor shall validate the installation and configuration of System Hardware and Operating Software and its readiness for CDS installation.

Deliverable 3.0 - HARDWARE AND SOFTWARE VALIDATION

Contractor shall provide written validation of the installation and configuration of System Hardware and Operating Software and its readiness for CDS installation.

Task 4.0: DELIVER, INSTALLATION, UPGRADE AND INTEGRATION TO CDS 1.4M04 VERSION:

Contractor shall migrate and upgrade to CDS 1.4M04 version. The purpose of this migration and upgrade is to make the system support 190 critical care beds.

DELIVERABLE 4.0 - DELIVER, INSTALLATION, UPGRADE AND INTEGRATION TO CDS 1.4M04 VERSION:

CONTRACTOR shall provide, deliver, install, and integrate CDS 1.3M01 version of the Application Software and interfaces procured under the previous agreement specified in *Exhibit C (Hardware and Software Listing) II B (Application Software)*.

CONTRACTOR and COUNTY jointly shall verify delivery of Application Software functionality by conducting a software acceptance test on Application Software. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 8.0 System Testing and Validation, of this Exhibit A, Statement of Work.

DELIVERABLE 4.1 - PROVIDE, DELIVER AND UPGRADE APPLICATION SOFTWARE:

CONTRACTOR shall provide, deliver, upgrade, and integrate CDS 1.4M04 version of the Application Software.

CONTRACTOR and COUNTY jointly shall verify delivery of Application Software functionality by conducting the

software acceptance test on the upgraded Application Software. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 8.0, System Testing and Validation, of this Exhibit A, Statement of Work.

DELIVERABLE 4.2– DATA MIGRATION AND SYSTEM INTEGRATION:

CONTRACTOR shall migrate data from the current System Hardware acquired under previous Agreement to new System Hardware procured by COUNTY in accordance with the specification provided by the Contractor.

CONTRACTOR shall integrate all listed interfaces in Exhibit C acquired under previous Agreement to new System Hardware procured by COUNTY in accordance with the specification provided by the Contractor.

TASK 5.0 – MIGRATION AND UPGRADING OF ANALYTICAL INFORMATION MANAGEMENT (AIM):

CONTRACTOR shall migrate the current AIM version 1.2 to new System Hardware procured by COUNTY in accordance with the specification provided by the Contractor.

DELIVERABLE 5.0 – MIGRATION AND UPGRADING OF ANALYTICAL INFORMATION MANAGEMENT (AIM):

CONTRACTOR shall upgrade the current AIM version 1.2 to most current version available in accordance with Exhibit E paragraph 5.2 (Hardware Software Service and Support) to the new System Hardware procured by COUNTY in accordance with the specification provided by the Contractor. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 8.0, System Testing and Validation, of this Exhibit A, Statement of Work.

TASK 6.0 – IMPLEMENTATION OF ADMISSION DISCHARGE AND TRANSFER (ADT) INTERFACE TO AFFINITY HEALTHCARE INFORMATION SYSTEM (AFFINITY HIS):

CONTRACTOR shall implement HL7 ADT bi-directional interface between CDS and Affinity HIS systems.

DELIVERABLE 6.0 – IMPLEMENTATION OF ADMISSION DISCHARGE AND TRANSFER (ADT) INTERFACE TO AFFINITY HIS.

CONTRACTOR shall implement HL7 ADT bi-directional interface between CDS and Affinity HIS systems. County shall provide Contractor with feedback in accordance with guidelines set forth in the System Testing and Validation, TASK 8.0 of this Exhibit A, Statement of Work

DELIVERABLE 6.1 – SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 6.2 – DELIVERY OF INTERFACE

DELIVERABLE 6.3 – ACCEPTANCE OF INTERFACE

TASK 7.0 – IMPLEMENTATION OF QUADRAMED QUANTUM MODULES INTERFACE TO AFFINITY HIS.

CONTRACTOR shall implement County defined HL7 bi-directional interface between CDS and QuadraMed_Quantum Modules.

DELIVERABLE 7.0 – IMPLEMENTATION OF QUADRAMED QUANTUM MODULES INTERFACE TO AFFINITY HIS.

CONTRACTOR shall implement County-defined HL7 bi-directional interface between CDS and Affinity HIS systems. County shall provide Contractor with feedback in accordance with guidelines set forth in the TASK 8.0, System Testing and Validation, of this Exhibit A, Statement of Work.

DELIVERABLE 7.1 – SIGN-OFF OF INTERFACE SPECIFICATION

DELIVERABLE 7.2 – DELIVERY OF INTERFACE

DELIVERABLE 7.3 – ACCEPTANCE OF INTERFACE

TASK 8.0 SYSTEM ACCEPTANCE TESTING AND VALIDATION:

Unless otherwise specified, the general process for conducting each Acceptance Test shall be as follows:

Contractor's Project Manager and County's Project Manager shall mutually agree to a written test plan as the basis for conducting each Acceptance Test. Except as otherwise specified, COUNTY will prepare the written test plan.

CONTRACTOR shall provide COUNTY with written notice that the applicable Software component(s) is/are ready to undergo Acceptance Testing.

CONTRACTOR, with assistance from COUNTY, or COUNTY, with assistance from CONTRACTOR as applicable, shall conduct the particular Acceptance Test in accordance with the process described herein.

CONTRACTOR or COUNTY, whichever is conducting the test, shall document the results of the particular Acceptance Test and indicate either the successful completion of the test or document any Deficiencies.

Upon completion of each Acceptance Test, as documented by COUNTY, CONTRACTOR shall submit a written concurrence or non-concurrence with test results to County's Project Manager. If CONTRACTOR does not concur, CONTRACTOR shall specify all items in dispute.

Upon completion of each Acceptance Test, as documented by CONTRACTOR, COUNTY will submit a written concurrence or non-concurrence with test results to Contractor's Project Manager. If COUNTY does not concur, COUNTY will specify all items in dispute.

County's Project Manager's written approval of each Acceptance Test shall designate the successful completion of the particular Acceptance Test.

If any Deficiencies are noted by CONTRACTOR or COUNTY for any Acceptance Test, reporting and correction of all such Deficiencies shall be as follows:

1. CONTRACTOR and COUNTY, whichever is conducting the test, shall document any Deficiencies of the particular Acceptance Test within ten (10) working days of test completion.
2. If COUNTY conducts the test, CONTRACTOR shall provide to COUNTY, within ten (10) working days of receipt of documented Deficiencies, a written plan and timetable to correct all such Deficiencies or a written description of items in dispute.
If CONTRACTOR conducts the test, CONTRACTOR shall provide to COUNTY, within ten (10) working days of

documentation of Deficiencies, a written plan and timetable to correct all such Deficiencies or a written description of items in dispute.

3. Contractor's Project Manager and County's Project Manager shall mutually agree to any and all Deficiencies requiring retesting.

4. After CONTRACTOR has corrected any and all Deficiencies, CONTRACTOR shall notify COUNTY in writing within ten (10) working days that the particular Acceptance Test may be repeated.

5. COUNTY will notify CONTRACTOR in writing within ten (10) working days of satisfactory completion of each Acceptance Test. If there are any Deficiencies, then COUNTY may: (1) repeat the process described above to the extent determined by County's Project Manager, (2) postpone parts of or the entire process described above for selected or all Deficiencies to a later date specified in writing by County's Project Manager, or (3) exercise any of its rights under this Agreement, including, but not limited to, termination of Agreement for default.

DELIVERABLE 8.0 - SUCCESSFULLY COMPLETE SYSTEM ACCEPTANCE TEST

CONTRACTOR, with assistance from COUNTY, shall perform and successfully complete the Software Reliability Test.

COUNTY, with assistance and active participation from CONTRACTOR will perform an Integrated Functional Performance Test on Application Software prior to Production Use of such Application Software and their integration with all bedside monitors. The Integrated Functional Performance Test shall verify: (1) that the Application Software Use Interfaces, performs according to the Specifications and (2) that the Application Software Interfaces in Production Use, collectively perform in an integrated fashion in accordance with Specifications.

At the sole option of County's Project Manager, CONTRACTOR shall cause such Application Software to successfully complete the Integrated Functional Performance Test.

COUNTY, each Integrated Functional Performance Test shall be conducted as follows:

CONTRACTOR shall provide COUNTY with its standard software acceptance test plan. COUNTY will revise such test plan for use with the Integrated Functional Performance Test. Such revised test plan shall be the sole basis for Integrated Functional Performance Testing.

The Integrated Functional Performance Test of the Application Software shall commence no later than ten (10) working days following approval of the test plan by Contractor's Project Manager and County's Project Manager and will be conducted for a period of time as described in the approved Work Plan.

COUNTY, with assistance and active participation from CONTRACTOR, will document results of each Integrated Functional Performance Test and will identify any and all Deficiencies as measured against the test plan or resulting from testing. Documentation of test results will be provided to CONTRACTOR as defined in the approved test plan.

CONTRACTOR shall provide to COUNTY, within ten (10) working days of receipt of any documented Deficiencies, a written plan and timetable to correct all Deficiencies or a written description of disputed items. Within ten (10) working days of receipt of Contractor's written plan and timetable, Contractor's Project Manager and County's Project Manager shall mutually agree in writing to a final list of any and all Deficiencies and corrective actions upon which retesting shall be conducted.

CONTRACTOR shall correct all Deficiencies within ten (10) working days of development of the final list of all Deficiencies and corrective actions; unless such period is extended at the mutual agreement in writing of Contractor's Project Manager, County's Project Manager, and shall then immediately notify COUNTY in writing that the System is ready for retesting.

COUNTY, with assistance and active participation from CONTRACTOR, will perform retesting and notify CONTRACTOR in writing of the outcome of retesting within ten (10) working days of completion of retesting.

In the event that COUNTY determines that all Deficiencies have not been corrected by CONTRACTOR, the parts of or the entire cycle of corrective action by CONTRACTOR and retesting by COUNTY for selected or all Deficiencies shall be repeated at the sole discretion of County's Project Manager.

COUNTY will notify CONTRACTOR in writing within ten (10) working days of the successful completion of each Integrated Functional Performance Test.

DELIVERABLE 8.1 - SUCCESSFULLY COMPLETE INTEGRATED FUNCTIONAL PERFORMANCE TESTS (INTEGRATION TEST):

COUNTY will complete a revised test plan applicable to each Integrated Functional Performance Test. COUNTY, with assistance and active participation from CONTRACTOR, will complete all Integrated Functional Performance Tests and document.

CONTRACTOR shall correct any and all Deficiencies. COUNTY will notify CONTRACTOR of successful completion of each Integrated Functional Performance Test.

For each County Facility, County will review System performance, reconcile data output, and ensure consistency with Specifications for a period of ninety (90) days following Production Use of all Application Software modules in each Phase or Sub-phase. For each such Phase or Sub-phase, County will identify all Deficiencies in the test results for each Phase or Sub-phase. County will document and provide evidence of such Deficiencies to Contractor within ten (10) working days following the ninety (90) day testing period. Contractor shall correct all identified Deficiencies within thirty (30) days, or as otherwise agreed to in writing by Contractor's Project Manager and County's Project Manager.

DELIVERABLE 8.2 - SUCCESSFULLY COMPLETE S ACCEPTANCE TEST:

County will conduct Software Acceptance Test and document test results. Contractor shall correct any and all Deficiencies. County will notify Contractor in writing of successful completion of each Phase System Acceptance Test.

TASK 9.0 – PROVIDE SYSTEM HARDWARE AND SYSTEM SOFTWARE SERVICE AND SUPPORT

Provide System Hardware and System Software Service and Support. During the Term of this Agreement, Contractor shall provide ongoing System Hardware and System Software service and support for the System *fully detailed in Exhibit C (Hardware and Software Service and Support)*.

DELIVERABLE 9.0 – PROVIDE SYSTEM HARDWARE AND SYSTEM SOFTWARE SERVICE AND SUPPORT

Provide System Hardware and System Software Service and Support:

- a. Contractor shall provide ongoing System Hardware and System Software service and support as described in Task 9.0, Provide System Hardware and System Software Service and Support.
- b. Contractor shall provide, a status report on the System Hardware and System Software maintenance activities and Downtime occurrences every month or as otherwise mutually agreed by County's Project Manager and Contractor,

TASK 10.0 SOFTWARE MAINTENANCE SERVICES

Contractor shall provide software maintenance services for the CDS and Contractor provided Third Party Software. Software maintenance will include but not be limited to bug fixes, patches, software updates (provided to meet changing regulatory requirement) and new software releases.

DELIVERABLE 10.0 SOFTWARE MAINTENANCE SERVICES

Contractor shall deliver software maintenance services including, but not be limited, to bug fixes, patches, software updates (provided to meet changing regulatory requirement) and new software releases for the CDS and Contractor provided Third Party Software.

TASK 11.0 CONTRACTOR ON-SITE SUPPORT PERSON(S)

Contractor shall provide a full time onsite support person(s) functioning as a Systems Engineer. The assigned person(s) shall have the experience and training to provide the services required under this TASK 10.0, Contractor On-Site Support Person(s), of Exhibit A, Statement of Work.

Onsite Support Services shall include but not be limited to the following:

1. Provide UNIX and network system management and administration and provide support for the day-to-day operations of the System. Perform System administration management tasks as assigned by COUNTY.
2. Perform Applications and Operating Software upgrades.
3. Diagnose and resolve problems with Contractor's System, and assist with the resolution of network problems.
4. Monitor System performance (hardware utilization including available storage) and perform tasks that would optimize the overall performance of the System.
 - a. Contractor shall provide the County with verbal and written notice when System exceeds the thresholds mutually agreed to by Contractor and County.
 - b. Contractor shall provide the County with verbal and written notice when interface(s) fail to meet operating thresholds mutually agreed to by Contractor and County.
5. Develop tools, processes and reports to assist in streamlining support activities.
6. Install System Hardware, System Software and Application Software, as required.
7. Provide System, Hardware and Software Maintenance and Support Services, which includes accepting calls, and implementing corrective actions for COUNTY end-users.

Provide, at the County's Project Manager's direction, implementation support to the Contractor's implementation team.

MANAGEMENT OF ON-SITE SUPPORT PERSONNEL:

County's Project Manager and Contractor's Project Manager shall mutually determine working hours and work days (Monday through Friday) for On-Site Support Personnel. Such work schedule shall include provisions for occasional Saturday and Sunday as required during the term of this Agreement.

County's Project Manager with notice to the Contractor's Project Manager shall determine any request for alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day-40 hour week schedule. Any changes from existing work schedules will be based on the needs for services as determined by COUNTY.

The On-Site Support Person(s) shall report directly to County's Project Manager for day-to-day activities. County's Project Manager will provide Contractor's Project Manager a monthly assessment, unless otherwise mutually agreed, of Contractor's On-Site Support Personnel.

Task 12.0 -PROVIDE REMOTE SUPPORT SERVICES ACTIVITIES

Remote Services comprises of two sets of activities and responsibilities, Remote Services and backup onsite support. Remote Services coverage will take place every day whereas backup onsite support is for backup coverage for the On-Site person after regular daily work schedule, during annual vacation(s) and any mandatory training periods.

Remote Support Services will consist of first-level support, which involves accepting calls and providing support to County's end-users. Additionally, part of Remote Support Services is to relieve the on-site person from being continuously on-call after regular daily work schedule.

Remote Support Services shall include but not be limited to the following:

CONTRACTOR shall provide system administration services for the System via remote services. CONTRACTOR will assign, at its remote site, suitable personnel to monitor key system parameters at given intervals as specified in Table I (Remote Services Activities) of this Exhibit A, Statement of Work. CONTRACTOR will take all necessary measures to correct system errors and will implement steps to avoid problem situations as detected during monitoring activities. System backups and database archiving will be performed at regular intervals.

In the event of hardware failure, CONTRACTOR will request the applicable hardware Service Provider to perform the necessary maintenance as described in *Exhibit E* (Hardware and Software Service Support. COUNTY will provide

CONTRACTOR with the necessary access to the system including remote dial-up connectivity and root level password, to facilitate the performance of the tasks set forth in Table I (Remote Services Functions) of this Exhibit A, Statement of Work.

TABLE I REMOTE SERVICES FUNCTIONS

FUNCTIONS	FREQUENCY
Monitor Disk Space	Daily
Monitor TE status	Three (3) Times Daily
Monitor Disk Access	Daily
Review SA Log List	Daily
Review Standard Error Log	Daily
Monitor Interface Status	Two (2) Times weekly
Monitor Displays	Weekly
Monitor D Message	Daily
Monitor Performance	Daily
Monitor Network	Daily
Monitor Printers and Printing Queues	Daily
Monitor UPS/UPS	Daily
Dispatch Hardware Services	As Required
Perform System Backup	Weekly
Perform DB Archive	Monthly
System Wide Reboot	Quarterly
Status Report	Monthly
Check System Time	Monthly

ADDITIONAL REMOTE SERVICES SUPPORT FUNCTIONS

1. Troubleshoot and answer user's problems
2. Assist with User Configurations and form setup problems
3. Report Printing problems
4. Display Problems
5. Census related Problems
6. User password access problems
7. X-Terminal connectivity problem

TASK 13.0 PROVISION OF SERVICES

Contractor shall provide Additional Services any one or all of the services described in this Attachment 1, to Exhibit C, Statement of Work.

DELIVERABLE 13.0 PROVISION OF SERVICES

Successful delivery and County Acceptance of the following requested services:

DELIVERABLE 13.1 – PROJECT PLAN ACCEPTANCE

DELIVERABLE 13.2 – SOFTWARE MIGRATION TO NEW SERVERS

DELIVERABLE 13.3 – COMPLETION OF INTEGRATED TESTING

DELIVERABLE 13.3 – APPLICATION GO LIVE.

DELIVERABLE 14.0 PROVISION OF OPTIONAL SERVICES (Additional 40 Beds)

At COUNTY's option, Contractor shall provide Optional Services to implement an additional 40 licensed beds, in accordance with this Attachment 1, to Exhibit C, Statement of Work.

DELIVERABLE 14.0 PROVISION OF OPTIONAL SERVICES

Successful delivery and County Acceptance of the following requested services:

DELIVERABLE 14.1 – PROJECT PLAN ACCEPTANCE

DELIVERABLE 14.2 – SOFTWARE MIGRATION TO NEW SERVERS

DELIVERABLE 14.3 – COMPLETION OF INTEGRATED TESTING

DELIVERABLE 14.3 – APPLICATION GO LIVE.

Eclipsys Corporation [ADDRESS]		<i>TRANSMITTAL DATE</i>
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		<i>CONTRACT NUMBER</i>
		<i>TITLE</i>
FROM:	TO: _____ County's Project Director	
(Signature Required)		
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work and applicable Schedule(s) of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work and applicable Schedule(s) of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance: NAME _____ SIGNATURE _____ DATE _____ County's Project Director		

Distribution: Original - Financial Services
Copy 1 - Contractor

Copy 2 - County's Project Manager
Copy 3 - Master Contract File

Exhibit B-2 – Equipment Requirements

I. EXISTING SYSTEM HARDWARE:

ITEM NO.	DESCRIPTION	TOTAL QTY.
1	NCD Workstation – 1526 NCD Explora 450 16MB and Multisync Flat panel 17"LCD monitors	75
2	Sun Microsystems Server Enterprise 450, 250 MHz, 25GB Disk Spare Power Supply, Raid Disk Storage	3
3	Sun Microsystems Server-Ultra 60, 250MHz, 256 MB, 8GB C Compiler, Tape Drive, KBD, Mouse, Display	1
4	Sun Microsystems Server-Ultra 60, 250MHz, 256 MB, 8GB, Tape Drive, KBD, Mouse, Display	1
5	Printer- Lexmark Optra N, 16 MB, Dup/Ent	9
6	Modem- Micro Deskport Fast Sun kit	1
7	Sun Microsystems Sun Fire V250 Server, 21 Ghz UltraSPARC III 36-GB, 10,000 rpm Disk Drive	1
8	Sun Microsystems Sun Fire V250 Server, 11 Ghz UltraSPARC III 36-GB, 10,000 rpm Disk Drive	1
9	Tape Drive, Store Edge 40 GB, DLT 8000	1

II. RECOMMENDED SYSTEM HARDWARE UPGRADE SPECIFICATION:

ITEM NO.	PART NO.	DESCRIPTION	QUANTITY
1	N32- XK42C1204 HB	RoHS-5 Sun Fire V240, 2 x 1.5GHz UltraSPARC III, 4 x 512MB DIMMS, 2 x 73GB Drives, 4 x 10/100/1000 Gigabit Ethernet, ALOM Remote Manager, Three PCI Slots, n+1 Redundant Power & Java ES & Solaris 10 pre-installed	8
2	X7704A-4	RoHS-5 2GB Memory Expansion Kit (2*1GB) lowprofile DDR PC2100 or faster registered ECC DIMMs for Sun Fire V210, Sun Fire V240, Sun Fire V440, Netra 240, Netra 440, Sun Blade 1500 and Sun Blade 2500 workstation. Minimum 4.16.x OPB is required when upgrading with these DIMMs	8
3	X7410A-4	RoHS-5 X-Option - Internal DVD-ROM Drive Slimline, for Sun Fire V210 and Sun Fire V240	8
4	X5268A	RoHS-6. Internal 146GB 10K Ultra 3 SCSI HDD, 3.5" x 1" drive with barrier plate	6
5	X311L	Localized Power Cord Kit North American/Asian This Product is Hazard Class Y, RoHS compliant	18

6	XTA3320R00 A0T365	Sun StorEdge(TM) 3320 Rack Ready, 365GB (5 x73GB 10Krpm SCSI drives), Ultra320 SCSI-JBOD, and 2 AC power supplies; (RoHS-5)	1
7	XTA-3000- 2URK-19U	Sun StorEdge(TM) 3000 2U universal rack, sliding rail kit.	1
8	SGXPCI1SC SILM320-Z	Xoption, Sun StorEdge PCI Single Channel, Ultra320 SCSI Host Adapter, Low Profile, includes standard and low profile brackets RoHS6 compliant	2
9	X1138A	Cable, SCSI, VHDCI/VHDCI, 2m	2
Part #		Description	Quantity
N32-XK42C1204HB		RoHS-5 Sun Fire V240, 2 x 1.5GHz UltraSPARC IIIi, 4 x 512MB DIMMS, 2 x 73GB Drives, 4 x10/100/1000 Gigabit Ethernet, ALOM Remote Manager, Three PCI Slots, n+1 Redundant Power & Java ES & Solaris 10 pre-installed	8
X7704A-4		RoHS-5 2GB Memory Expansion Kit (2*1GB) lowprofile DDR PC2100 or faster registered ECC DIMMs for Sun Fire V210, Sun Fire V240, Sun Fire V440, Netra 240, Netra 440, Sun Blade 1500 and Sun Blade 2500 workstation. Minimum 4.16.x OPB is required when upgrading with these DIMMs	8
X7410A-4		RoHS-5 X-Option - Internal DVD-ROM Drive Slimline, for Sun Fire V210 and Sun Fire V240	8
X5268A		RoHS-6. Internal 146GB 10K Ultra 3 SCSI HDD, 3.5" x 1" drive with barrier plate	6
X311L		Localized Power Cord Kit North American/Asian This Product is Hazard Class Y, RoHS compliant	18
XTA3320R00A0T365		Sun StorEdge(TM) 3320 Rack Ready, 365GB (5 x73GB 10Krpm SCSI drives), Ultra320 SCSI-JBOD, and 2 AC power supplies; (RoHS-5)	1
XTA-3000-2URK-19U		Sun StorEdge(TM) 3000 2U universal rack, sliding rail kit.	1
EBA9S-301-E9M9		ESM Base Applications, Media and Documentation; Includes: Sun Storage Automated Diagnostic Environment 2.4, Sun SAN Foundation Software 4.4.5, Storage Portlets	1
NCSS9-200-W9NR		Sun StorEdge (TM) 3000 Family software and documentation 2.0 and 2.1. Includes Configuration Service 2.0 & 2.1, CLI 2.0 & 2.1 and Diagnostic Reporter 2.0 & 2.1; Unlimited RTU; media and docs on CDROM; Multi Language software 2.0 (Solaris SPARC Only; French, Japanese, Simplified Chinese, and Traditional Chinese); Multi Language docs 2.0 (French, Japanese, Korean, Simplified Chinese, and Traditional Chinese); 2.1	1

	Software and docs (English Only)	
SGXPCI1SCSILM320-Z	Xoption, Sun StorEdge PCI Single Channel, Ultra320 SCSI Host Adapter, Low Profile, includes standard and low profile brackets RoHS6 compliant	2
X1138A	Cable, SCSI, VHDCI/VHDCI, 2m	2
SOLZS-08LB9AYM	Solaris 8 2/04 media kit (CD-ROM & DVD-ROM) with online documentation, SPARC Platform Edition. No license. Multilingual. Pricing per kit.	1
<i>SSSI9-100-T99M</i>	Sun Studio 10, 1 RTU Slim Kit for Solaris, SPARC, x86 & Linux Platforms, English, Japanese & Simplified Chinese	2
<i>W9D-N31-24-3G</i>	Sun Fire V210 Upgrade to Gold Support + 7X24 On-Site Support for 3 Years	3
<i>W9D-N32-24-3G</i>	Sun Fire V240 Upgrade to Gold Support + 7X24 On-Site Support for 3 Years	5
<i>W9D-SE3320-24-3G</i>	Sun StorEdge 3320 JBOD/RAID Array Upgrade to Gold Support + 7X24 On-Site Support for 3 Years	1

* Hardware upgrade to purchased by County.

III. SYSTEM SOFTWARE:

A. OPERATING SYSTEM SOFTWARE/ THIRD PARTY SOFTWARE:

ITEM NO.	DESCRIPTION	TOTAL QTY.
1*	Operating System - Solaris 2.6	1
2*	Operating System - Solaris 2.8	1
3*	Sun Studio 10 - C Compiler	1
4*	NCD: X-Terminal Site Software	1
5*	NCD: Annual Update	75
6*	ESM Base Applications, Media and Documentation; Includes: Sun Storage Automated Diagnostic Environment 2.4, Sun SAN Foundation Software 4.4.5, Storage Portlets	1
7*	Sun StorEdge (TM) 3000 Family software and documentation 2.0 and 2.1. Includes Configuration Service 2.0 & 2.1, CLI 2.0 & 2.1 and Diagnostic Reporter 2.0 & 2.1; Unlimited RTU; media and docs on CDROM; Multi Language software 2.0 (Solaris SPARC Only; French, Japanese, Simplified Chinese, and Traditional Chinese); Multi Language docs 2.0 (French, Japanese, Korean, Simplified Chinese, and Traditional Chinese); 2.1 Software and docs (English Only)	1

B. CDS APPLICATION SOFTWARE:

ITEM NO.	DESCRIPTION	TOTAL QTY
1	Analytical Information Management (AIM)	1
2	Application Environment 2100	1
3	System Management Utilities 2200	1
4	Application Software 2300, 2401 and 2600	1
5	<i>HL7 Lab Interface Software</i>	1
6	<i>HL7 ADT Interface Software</i>	1
7	<i>Phillips/ HP Monitor Interface Software</i>	1
8	<i>Ventilator Interface Software</i>	1

* Software to be purchased by County.

Eclipsys Corporation, Business Associate

This Business Associate Protected Health Information Disclosure Agreement ("Agreement") is entered into effective this _____ day of _____, 2006 ("Effective Date") by and between the County of Los Angeles ("Covered Entity" or "County") and Eclipsys Corporation, a Delaware corporation ("Business Associate" or "Contractor").

RECITALS

WHEREAS, the parties have executed an Agreement for Eclipsys Clinical Documentation System at the LAC+USC Medical Center (the "Agreement"), whereby Business Associate provides goods and services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations");

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data at rest (that is, in storage) as well as during transmission.

"Electronic Protected health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; or (ii) maintained in Electronic Media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing

that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information in, or interference with system operations of, an information system which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an information system when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the information system.

1.8 "Services" has the same meaning as in the Services Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Agreement and the Services Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy and Security Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or sub-contractor but is not specifically permitted by this Agreement, and, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the applicable Department Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate

becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Information Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. However, Business Associate is not required to provide accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d) above and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's

obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to, and notwithstanding, the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this Section 4.3, upon termination for any reason or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-contractor or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.2 Use of Sub-contractor and Agents. Business Associate shall require each of its agents and sub-contractor that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or sub-contractor to comply with all the terms of this Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.